



## **Divorce Financial Analysis Engagement Agreement – Two Party / Neutral**

We are pleased to be able to serve you in preparing your divorce financial analysis and supporting reports. This engagement agreement is to specify and confirm the terms of our engagement with you and to clarify the nature and extent of the services we will provide. Ethical guidelines and our professional liability insurance requires this agreement to be completed.

The Watson CPA Group PLLC will prepare your divorce financial analysis and supporting reports from information you will furnish us. We will not audit or otherwise verify the data you submit, although it may be necessary to ask you for clarification of the information provided through our required due diligence. We may furnish you an organizer or checklist to guide you in gathering the necessary information. Your use of an organizer or checklist will assist in keeping pertinent information from being overlooked.

It is your responsibility to provide all the information required for the preparation of complete, comprehensive and accurate divorce financial analysis and supporting reports. You should retain all the documents, bank statements, cancelled checks, and other data that form the basis of income, expenses and other financial history. These may be necessary to support the accuracy of the divorce financial analysis and supporting reports to other interested parties, mediators and courts of law. You also agree to permit the Watson CPA Group PLLC to exchange information and consult with your accountant, attorney and other advisors. The Watson CPA Group PLLC may also engage an independent consultant to clarify and review issues in the case.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud and defalcations, which might exist. We will perform accounting and bookkeeping assistance only as determined to be necessary for preparation of the divorce financial analysis and supporting reports. In addition, we will use professional judgment in resolving questions where the associated law is unclear, or where there might be conflicts between the court's interpretation of the law and other supportable positions. It is understood that the Watson CPA Group PLLC is not qualified and will not render any legal advice nor is the Watson CPA Group PLLC considered a law firm.

### **Two Party – Neutral Disclosure**

The engagement to prepare your divorce financial analysis and supporting reports has been requested by both parties. The Watson CPA Group PLLC is acting as a disinterested neutral advisor to both parties. Information or documentation obtained from one party will be made available to all parties. This is not an engagement for mediation. The divorce financial analysis and supporting reports will be performed and made available for both parties collectively for the sole purpose of providing financial analysis.

Client Initials \_\_\_\_\_

### Use of Retainer Policy

A retainer will be determined and collected prior to starting work. The amount of retainer will be based on our current rate schedule which may be found at-

[www.watsoncpagroup.com/fees](http://www.watsoncpagroup.com/fees)

The amount of the total fee shall be directly dependent upon the amount of time to be expended on the entire financial analysis, the number of assets and liabilities to be analyzed and any special requests made by the client for other analysis. You further agree to be responsible for the cost of all direct expenses including postage and photocopies. All work performed shall be charged against the retainer until such time as the retainer is exhausted. All work must stop when the retainer is exhausted and you will be notified as such. An additional retainer will be determined and collected prior to the resuming of work. You further understand that the retainer might not pay all the fees and costs necessary to complete the divorce financial analysis and supporting reports. Any part of the retainer which is not used will be refunded 10 days after engagement has ended.

### Conflict Disclosure

Jason Watson and Tina Watson are both affiliated with One Call Capital Group, a State of Colorado Registered Investment Advisor. Jason Watson’s and Tina Watson’s affiliations with the Watson CPA Group PLLC pose a potential for a conflict of interest. By signing this engagement agreement you are aware of and accept that the potential for a conflict of interest exists, and that if you choose to seek and subsequently implement advice relative to financial planning through Jason Watson or Tina Watson, a fee may be earned by either person. Jason Watson, Tina Watson and the Watson CPA Group PLLC might receive a form of compensation for referring you to another individual or organization for services or products that we believe could be beneficial to you.

You are not obligated to select a financial planning firm, insurance agent or real estate agent, or other vendors for the implementation based on any recommendation made by the Watson CPA Group PLLC. You are free at all times to accept or reject any recommendations from the Watson CPA Group PLLC and you acknowledges that you have the sole authority with regard to implementation, acceptance, or rejection of any counseling or advice from the Watson CPA Group PLLC.

### Mediation, Arbitration and Expert Testimony Policy

The divorce financial analysis and supporting reports engagement is for the sole use of the intended parties. The Watson CPA Group PLLC may also be requested to engage in mediation, and if so a separate mediation engagement agreement will be agreed upon and entered into. Depending on the facts and circumstances of your unique situation, the divorce financial analysis and supporting reports might be entered as evidence and relied upon. In addition, your communication with the Watson CPA Group PLLC is not privileged and does have the protection of attorney-client privilege. The contents of oral, written and electronic communications might be subpoenaed and be a part of discovery in an arbitration or a hearing, or by a court of law. Additional fees might be incurred for mediation, arbitration support and expert testimony.

Our fees will be based upon our current rate schedule which may be found at-

[www.watsoncpagroup.com/fees](http://www.watsoncpagroup.com/fees)

Client Initials \_\_\_\_\_

## Record Retention Policy

In accordance with the Watson CPA Group PLLC's current record retention policy, we will retain our work papers and copies of your divorce financial analysis and supporting reports and other records for the engagement for seven years. We will provide you copies of all reports prepared. If you should need replacements, we will provide additional copies which might incur additional costs to you. All of your original records will be returned to you upon request only. After seven years, our records pertaining to this engagement will no longer be available. Physical deterioration or catastrophic events may shorten the term during which our records will be available. The work papers and files of our firm are not a substitute for your original records. It is agreed and understood that in connection with the performance of our engagement, the work papers prepared by us will remain property of the Watson CPA Group PLLC.

## Privacy Policy

This is being furnished to you as required by the Gramm-Leach-Bliley Act, which addresses in part the protection of individuals' privacy. This is the notice required by law.

The Watson CPA Group PLLC treats any information concerning our clients and former clients with strict confidentiality. Consistent with that policy, we restrict access to nonpublic personal information concerning you to Watson CPA Group PLLC's employees who must have it in order to provide you the products and services for which you have retained us. We do not disclose any personal or confidential information to anyone else without your express permission to do so, except as permitted or required by law. In addition, we maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

For additional information please refer to our safety and security policies at-

[www.watsoncpagroup.com/safe](http://www.watsoncpagroup.com/safe)

## Closing

Regardless of the location of your residence or business, the El Paso County District Court, the State of Colorado, or the appropriate federal district court having venue, will have jurisdiction over all controversies that might arise regarding this engagement agreement.

It is agreed by us that there are no other agreements or understandings between us relating to the subject matter of this engagement agreement and that it supersedes all prior divorce financial analysis and supporting reports engagement agreements and the like, either written or oral, that exist or might have existed. Neither this engagement agreement nor its execution have been induced by any reliance, representation, stipulation, warranty, agreement, or understanding of any kind other than those expressed in this engagement agreement. No change or modification of this engagement agreement shall be valid unless made in writing and signed by the parties.

You or the Watson CPA Group PLLC may cancel this engagement at any time by any form of written or electronic notice. If you cancel and we have performed any work prior to our receiving your cancellation notice, you agree to pay us for such work performed based upon our current rate schedule. We may use any deposits or payments already received and apply them to your account.

Client Initials \_\_\_\_\_

Thank you for permitting us to be of service. We value our relationship with you and hope you view us as your most trusted advisor. We will work to continue earning that trust.

The Watson CPA Group PLLC

**To Be Completed By Client or Client’s Representative**

The terms of this engagement agreement for divorce financial analysis and supporting reports services described on **pages 1 through 4** are acceptable and hereby are agreed to. We also agree to the use of Retainer Policy, Conflict Disclosure, Mediation, Arbitration and Expert Testimony Policy, Record Retention Policy and Privacy Policy set forth in this engagement agreement.

Accepted by:

_____	_____	_____
Client Printed Name	Signature	Date

_____	_____	_____
Client Representative and Title (if applicable)	Signature	Date

_____	_____	_____
Client Printed Name	Signature	Date

_____	_____	_____
Client Representative and Title (if applicable)	Signature	Date

**Instructions-** Do not sign this engagement agreement if you do not understand and / or agree with the terms. Otherwise, please initial each page at the bottom including the signature page, and sign where indicated.

Please retain a copy and return the initialed and signed original to our office via your client portal, fax, in-person or by mail using the contact information on page 1.

Client Initials \_\_\_\_\_